

STATE OF NEW JERSEY REQUEST FOR PROPOSAL		BID NO : 03-X-34620
FOR: AIRPORT OPERATOR SVS GREENWOOD LAKE AIR- PORT DOT **DOWNLOAD RFP FROM INTERNET**		T-NO : T1993
		DATE ISSUED : 06/30/03
		N.J. VENDOR NO :
		VENDOR PHONE NO :
		VENDOR FAX NO :
		VENDOR FEIN/SSN :
		REQUISITION NO : 1024348
		REQUESTING AGENCY: 786100
***** DRAFT SOLICITATION *****		
ESTIMATED AMOUNT: \$.00		
CONTRACT EFFECTIVE DATE: 09/01/03		
CONTRACT EXPIRATION DATE: 08/31/23		
COOPERATIVE PURCHASING: NO		
SET ASIDE: SUBCONTRACTING FOR MBE/WBE		
DIRECT QUESTIONS CONCERNING THIS RFP TO:		
BUYER: TOM TIGHUE		PHONE: (609) 633-0785
PURSUANT TO N.J.S.A. 52:34-12 AND N.J.A.C. 17:12-2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:		
1) PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF <u>2 PM</u> ON <u>08/06/03</u> AT THE FOLLOWING PLACE: DEPARTMENT OF TREASURY, GSA, PURCHASE BUREAU, PO BOX 230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED. THE ACCOMPANYING SELF-ADDRESSED ENVELOPE SHOULD CONTAIN OR BE ATTACHED TO THE PROPOSAL.		
2) THE VENDOR MUST SIGN THE PROPOSAL.		
3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.		
4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.		
5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE VENDOR.		
6) THE VENDOR MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ <u>NONE</u> OR <u>NONE</u> %. CHECK THE TYPE OF BID SECURITY SUPPLIED: _____ ANNUAL BID BOND ON FILE. _____ BID BOND ATTACHED. _____ CERTIFIED OR CASHIER'S CHECK ATTACHED. _____ LETTER OF CREDIT ATTACHED.		
7) THE VENDOR MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2).		
8) THE VENDOR MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):CONFERENCE: 07-16-03 11:00 AM SEE "CONFERENCE/SITE INSPECTION" PAGE AND TIME(S):SITE VISIT: 07-16-03 10:00 AM SEE "CONFERENCE/SITE INSPECTION" PAGE		
ADDITIONAL REQUIREMENTS		
9) PERFORMANCE SECURITY: \$ <u>NONE</u> OR <u>NONE</u> %. 10) PAYMENT RETENTION: _____ %.		
11) AN AFFIRMATIVE ACTION FORM (ATTACHED). 12) A MACBRIDE PRINCIPLES CERTIFICATION (ATTACHED).		
13) REQUESTED DELIVERY: 30 DAYS AFTER RECEIPT OF ORDER		
14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A. 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).		
15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OR NOTIFICATION OF REGISTRATION AS A SMALL, MINORITY OR FEMALE BUSINESS (SEE N.J.A.C. 17:13-3.2).		
TO BE COMPLETED BY VENDOR		
16) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.		
17) CASH DISCOUNT TERMS (SEE ATTACHED NOTICE): _____ %, _____ DAYS: NET _____ DAYS		
18) VENDOR PHONE NO. _____ 19) VENDOR FAX NO. _____		
20) VENDOR FEDERAL ID NO. _____ 21) YOUR BID REFERENCE NO. _____		
SIGNATURE OF THE VENDOR ATTESTS THAT THE VENDOR HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE VENDOR SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.		
22) ORIGINAL SIGNATURE OF VENDOR		23) NAME OF FIRM
24) PRINT/TYPE NAME AND TITLE		25) DATE

CONFERENCE/SITE INSPECTION		TERM CONTRACT - ADVERTISED BID PROPOSAL									
<div>DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON</div> <div>NJ08625-023</div>		<div>NUMBER : 03-X-34620 OPEN DATE : 08/06/03 T-NUMBER : T1993</div> <div>BIDDER : FEIN :</div> <div>TIME : 2 PM</div>	<div>PAGE 2</div>								
<div>THE FOLLOWING CONFERENCES WILL BE HELD</div> <table><thead><tr><th>CONFERENCE</th><th>LOCATION</th></tr></thead><tbody><tr><td>MANDATORY PRE-BID CONFERENCE DATE: 07/16/03 TIME: 11:00 AM</td><td>GREWOOD LAKE AIRPORT MANAGER'S OFFICE 126 AIRPORT ROAD WEST MILFORD, N.J.</td></tr><tr><td>MANDATORY SITE VISIT DATE: 07/16/03 TIME: 10:00 AM</td><td>GREWOOD LAKE AIRPORT MANAGER'S OFFICE 126 AIRPORT ROAD WEST MILFORD, N.J.</td></tr><tr><td>OPTIONAL SITE VISIT DATE: 07/14/03 TIME: 9:00 AM</td><td>NJ DEPT OF TRANSPORTATION DIV OF AERONAUTICS 25 SCOTCH RD., 2D FLOOR EWING TOWNSHIP, N.J.</td></tr></tbody></table> <div>** SEE SPECIFICATIONS FOR DETAILS REGARDING SITE INSPECTIONS.</div>				CONFERENCE	LOCATION	MANDATORY PRE-BID CONFERENCE DATE: 07/16/03 TIME: 11:00 AM	GREWOOD LAKE AIRPORT MANAGER'S OFFICE 126 AIRPORT ROAD WEST MILFORD, N.J.	MANDATORY SITE VISIT DATE: 07/16/03 TIME: 10:00 AM	GREWOOD LAKE AIRPORT MANAGER'S OFFICE 126 AIRPORT ROAD WEST MILFORD, N.J.	OPTIONAL SITE VISIT DATE: 07/14/03 TIME: 9:00 AM	NJ DEPT OF TRANSPORTATION DIV OF AERONAUTICS 25 SCOTCH RD., 2D FLOOR EWING TOWNSHIP, N.J.
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ATTENTION VENDORS

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm#bidder> and either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If the information on the bid itself is incorrect and needs to be changed, DO NOT write the correction on the bid itself. Send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven-digit vendor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MacBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c.134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

Print or Type

Signature of Bidder

{ _____
Name

{ _____
Title

Name of Company

NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX

Please be advised that, pursuant to P.L. 1995, c.159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c. 52:32-32 et seq.), to the taxpayer shall be stayed.



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
PO BOX 230
TRENTON, NEW JERSEY 08625

DIVISION OF
PURCHASE AND PROPERTY

PURCHASE BUREAU

IMPORTANT NOTICE TO BIDDERS

Effective October 7, 1991, in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

Name of Locality having preference practices

City/Town/Authority _____

County _____ State _____

() Documentation attached

() Resolution

() Regulations/Laws

() Notice to Bidder

() Other _____

Name of Firm Submitting this Information _____
(Please Print) _____

STANDARD TERMS & CONDITIONS	TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : 04-X-35699 OPEN DATE : 07/16/03 TIME : 2 PM T-NUMBER : T1783 BIDDER :	PAGE

- I. Unless the bidder is specifically instructed otherwise in the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
 - II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
 - III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
 - IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.
1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS
 - 1.1 BUSINESS REGISTRATION - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.

Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgs/services.html.
 - 1.2 ANTI-DISCRIMINATION - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
 - 1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
 - 1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.
 - 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
 - 1.6 OWNERSHIP DISCLOSURE - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
 - 1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
 - 1.8 COMPLIANCE - STATE LAWS - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
 - 1.9 COMPLIANCE - CODES - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.
 2. LIABILITIES
 - 2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
 - 2.2 INDEMNIFICATION - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
 - 2.3 INSURANCE - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STANDARD TERMS & CONDITIONS**TERM CONTRACT - ADVERTISED BID PROPOSAL**

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON

NJ 08625-0230

NUMBER : 04-X-35699
OPEN DATE : 07/16/03 TIME : 2 PM
T-NUMBER : T1783

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BIDDER :

STATE OF NEW JERSEY
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
2. PRODUCTS/COMPLETED OPERATIONS
3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

- 3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend any contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17:12-2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

a. Issue an award notice for those offers accepted by the State;

b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.

2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b.1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17:12-3 et seq.

STANDARD TERMS & CONDITIONS		TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : 04-X-35699 OPEN DATE : 07/16/03 TIME : 2 PM T-NUMBER : T1783 BIDDER :	PAGE
<p>3.5 TERMINATION OF CONTRACT</p> <p>a. Change of Circumstances</p> <p>Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.</p> <p>In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required.</p> <p>b. For cause:</p> <p>1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.</p> <p>2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.</p> <p>c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.</p> <p>d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.</p> <p>3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.</p> <p>3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.</p> <p>3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.</p> <p>N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.</p> <p>N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500.</p> <p>In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.</p> <p>3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A-25.9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.</p> <p>3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64-60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.</p> <p>3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.</p> <p>In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them.</p> <p>Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.</p> <p>3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.</p> <p>a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.</p> <p>b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.</p> <p>c. Vendor Federal Employer Identification Number.</p> <p>The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.</p>			

STANDARD TERMS & CONDITIONS		TERM CONTRACT - ADVERTISED BID PROPOSAL	
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If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

- DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.
- BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.
- STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.
The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.
- STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain in detail how the bid price was determined.
- MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4. TERMS RELATING TO PRICE QUOTATION

- PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified in writing of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b,1.

- DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

STANDARD TERMS & CONDITIONS		TERM CONTRACT - ADVERTISED BID PROPOSAL	
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<p>F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.</p> <p>4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.</p> <p>4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.</p> <p>4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.</p> <p>For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.</p> <p>The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.</p> <p>4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.</p> <p>Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.</p> <p>4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.</p> <p>5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.</p> <p>a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services. received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.</p> <p>b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.</p> <p>6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).</p> <p>a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.</p> <p>b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.</p> <p>c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.</p>			

STANDARD TERMS & CONDITIONS**TERM CONTRACT - ADVERTISED BID PROPOSAL**

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
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TRENTON

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- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a. through 6e. shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

OWNERSHIP DISCLOSURE FORM

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
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INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

COMPLETE ALL QUESTIONS BELOW

- | | YES | NO |
|---|-------|-------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i> | _____ | _____ |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes to any part of this question, attach a detailed explanation for each instance.)</i> | _____ | _____ |

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

COMPANY NAME: _____ (Signature)

ADDRESS: _____ PRINT OR TYPE { _____ (Name)

_____ (Title)

FEIN/SSN#: _____

Date: _____

AFFIRMATIVE ACTION

TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
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SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;

2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS, FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.

3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.

5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.

7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- ☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL.)
- ☐ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. <input style="width: 50px;" type="text"/>		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input style="width: 50px;" type="text"/>		
11. PUBLIC AGENCY AWARDED CONTRACT	CITY	STATE ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED	COUNTY	OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR		MINORITY FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2 & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO DATE OF LAST REPORT SUBMITTED MO. DAY YEAR
14. DATES OF PAYROLL PERIOD USED		

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (Print or Type) (CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	DATE MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTEN)

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

ITEM 1 - Enter the Federal Identification Number assigned to the contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for,"

or
If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

ITEM 5 - Enter the physical location of the company, include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not just those employees at the facility being awarded the contract.

ITEM 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at only one physical location. Multi-establishment Employer shall include an employer whose business is conducted at more than one location.

ITEM 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

ITEM 10 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 11 - Enter the name of the Public Agency awarding the contract. Include City, State, and Zip Code.

ITEM 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Phillippine Islands and Somoa.

ITEM 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 14 - Enter the dates of the payroll period used to prepare the employment data presented in item 12.

ITEM 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 16 - If the answer to item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 17 - Print or type the name of the person completing this form. Include the signature, title and date.

ITEM 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

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6/30

REQUEST FOR PROPOSAL (RFP)

FOR

AIRPORT OPERATOR

GREENWOOD LAKE AIRPORT

NEW JERSEY DEPARTMENT OF TRANSPORTATION

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Staffing Table

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent

This Request For Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey Department of Transportation, Division of Aeronautics (the "State"). The purpose of this RFP is to solicit proposals from qualified bidders who will not only operate an existing State-owned airport facility but provide and implement innovative ideas to further develop the airport as a profitable enterprise, generating revenue to be shared with the State. It is anticipated that the State will enter into a twenty (20) year contract with the successful bidder who will operate the airport in exchange for which it will pay the State a fixed monthly fee adjusted annually by the Consumer Price Index, plus a percentage of its gross annual revenue earned from airport operations. The State's share of profits will be added to the State's fund for airport safety and improvement.

Greenwood Lake Airport (the "Airport") is a single operating runway general aviation airport located in West Milford Township, Passaic County. It serves general aviation needs in this northern-most portion of the State near the border with New York state. The State has owned and operated Greenwood Lake Airport for about three years. The Airport was purchased by the State with some Federal funds to ensure that the facility would remain open as an airport and continue operations as a functioning part of the State system of general aviation public use airports, rather than be sold for commercial real estate development.

In the three years that the State has owned the Airport, it has made numerous improvements to the runway, taxiways, airport lighting, aircraft parking areas, fueling facilities, airport security, drainage and buildings. Now that these necessary improvements have been made, the State intends to place the entire operation of the Airport under private management by leasing the entire operation to a single operator or joint venture.

There are currently revenue generating portions of the airport operation which include a small restaurant, aircraft hangers, aircraft tie-down spaces, aircraft fueling, and several commercial spaces which are leased to various parties. However, the State believes that an experienced, creative operator should be able to significantly enhance the opportunities for revenue generation.

While the State has considerable expertise in airport construction and rehabilitation, it does not have a comparable level of expertise in airport development and management in serving retail airport

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customers. Such expertise exists in the private sector. Now that the State's efforts to preserve and improve the safety and security of the Airport have been successfully accomplished, the State seeks to solicit bid proposals from the private sector to manage and develop the Airport.

It is the goal of the State to lease the entire Greenwood Lake Airport to a private operator who will both manage the airport and continue to develop and expand the aeronautical services, aeronautical facilities and revenue generating aviation-related commercial activities at the Airport. The successful bidder will have day-to-day control the Airport, and will be responsible for its full time operation and security and for its continued operations and physical and commercial development. The successful bidder will be able, with the approval of the State, to sublease space and to collect and retain rents, fees and other revenues generated by airport commercial activities. Rent, fees and other revenues are expected to be generated from both existing and future development of airport-related commercial spaces, the airport restaurant, aircraft tie-downs, aircraft hangers, fuel sales and other airport-related services such as, by the way of example but not limitation, aircraft maintenance, aircraft sales and flight training. The State expects to share in the revenues generated by the Airport, which revenues will be added to the funds the State makes available to airports in its grant programs supporting aviation safety initiatives.

Thus, it is the State's goal to select a private operator for the Airport who will continue to improve the physical airport facility, improve and increase aviation related-services, provide high quality services, attract new customers to the airport and make the Airport commercially successful and competitive. While it is not the State's intention to remain involved in the day-to-day operation of the Airport or directly involved in the commercial leases, activities or direct management of the Airport, changes in the operations of the Airport, changes in leasing arrangements and proposed construction projects, because of federal, State and local funding and regulatory requirements, will require the prior consent of the State and/or other governmental entities.

As described, the goals of the State are to insure that the Airport remains open as a safe and efficient public use airport, that the aeronautical potential of the facility is fully realized, that the Airport makes available the widest possible array of aeronautical and aviation services and that the Airport fully serves local and regional airport system needs. While the State's primary objective is to continue the safe and efficient operation of this general aviation airport, the State is also interested in making the Airport available for additional aviation business and possibly other uses which will promote job and economic growth in the community.

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<p>Bidders shall provide a detailed business plan which includes how they propose to operate, manage and develop the Airport to achieve these goals. Based on this business plan, bidders must propose a fixed monthly lease payment (plus an annual increase based on the CPI), plus the percentage of their annual gross revenue they propose to pay to the State on an annual basis (to be paid by April 15 of the year following the year for which payment is being made). As part of this plan, bidders must propose annual gross revenue for each year of the lease. The successful bidder will be that qualified, experienced bidder whose bid proposal is responsive to the State's goals of airport preservation, airport service improvement, airport facility improvement and whose business plan provides a creative yet realistic plan to return significant revenue to the State.</p> <p>The intent of this RFP is to award a contract in the form of a 20 year operating lease to that responsible, responsive bidder whose bid conforming to the requirements of this RFP, is most advantageous to the State, price and other factors considered. Please note that a condition precedent to any award under this RFP is approval of the lease by the State House Commission.</p> <p>1.2 Background</p> <p>The State, acting through the Department of Transportation, Division of Aeronautics is requesting proposals for the operation of the one hundred and fifty (150) acre State-owned Greenwood Lake general aviation airport located in West Milford Township, New Jersey.</p> <p>These specifications have been prepared to furnish information regarding the current opportunities that exist at the Airport, to provide required proposal submission documents and to establish bid proposal evaluation criteria.</p> <p>The Federal Aviation Administration (FAA) classifies the Airport as a general utility airport. The Airport serves to relieve the larger airports in the greater Newark-Northern New Jersey region by furnishing an adequate facility for small general aviation aircraft in that area of the State.</p> <p>The Airport is located 29 miles NNW of Newark International Airport in FAR 91.225 "Mode C" airspace, on the 080 radial of Sparta VOR. It is one mile east of the West Milford Township town center, and approximately 27 miles northwest of midtown Manhattan. The geographic location of the Airport is Latitude 41 degrees 07 minutes 45 seconds north, Longitude 74 degrees 20 minutes 45 seconds west. Principal ground access is via Passaic County Road 511 from I-287 at exit 55.</p> <p>As shown on the attached airport drawing (Exhibit A), the Airport currently has two runways, associated taxiways, and an aircraft parking apron for up to 120 aircraft is under construction. Runway 2-</p>			

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<p>20 is paved, 2,301 feet long, 50 feet wide and is not lighted. Runway 2-20 is permanently closed and portions of that former runway are used for aircraft parking. Runway 6-24 is paved asphalt, 4,000 feet in length, 60 feet wide, with medium intensity runway lighting. Runway 6-24 has a full length lighted, asphalt parallel taxiway. A map will be available in the document review room that identifies the location of portions of the airport which are currently leased or rented.</p> <p>A super-unicom is available for airport information and wind advisory broadcasts on the unicom frequency. The airport has space for approximately another 100 aircraft tie-downs in addition to the approximately 60 tie-downs now available. Aviation services are presently available to the public from a single Fixed Base Operator (FBO) who performs aircraft repairs, fueling, some storage in the large maintenance hangar, and limited flight instruction. The airport has 12 T-Hangers and which are rented on a month-to-month basis. There is also a small restaurant operated at the Airport, which is rented on a month-to-month basis. The Airport has four additional tenants who lease space on the field for non-aviation activities.</p> <p>The Airport has 12 T-Hangars. The State currently manages all hangar and public tie-down aircraft storage areas. The Airport has at any given time from 50 or more aircraft based at the Airport.</p> <p>Connected via a walkway to the main terminal building is a pedestal-mounted Lockheed "Constellation" model aircraft (the "aircraft"). The Department of Transportation considers this particular aircraft to be a potentially significant remaining example of its type. Special conditions shall apply to the aircraft. The contractor shall not allow any person to physically modify, alter, move, damage or tamper with the aircraft or any of its components without the prior written approval of the Commissioner of Transportation. The aircraft and all of its components remain the property of the State. Upon sixty (60) days written notice to the contractor, the State may modify, alter, move or remove the aircraft from the Airport, without any claim upon the State by the contractor. The State expressly reserves the right to either sell or donate the aircraft to any profit or non-profit organization for the purpose of preserving or displaying the aircraft or its components.</p> <p>Total monthly income from T-Hangars and tie-downs averages approximately \$6,600 per month. There is a restaurant/cafe currently operating Friday through Sunday which is operated by a local restaurant owner who pays a monthly rent of \$200.00. There are three tenants that rent office space. AT&T rents space for antenna sites and equipment and two other tenants rent office space. The monthly income from these rentals averages \$1,950.</p> <p>Historical annual revenues generated by the Airport for the State are as follows. In FY 2000 \$64,000 was generated. In FY 2001 \$74,000 was</p>			

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<p>generated. In FY 2002 \$75,000 was generated. In FY 2003 \$47,000 has been generated in the first 6 months of the fiscal year (July through December).</p> <p>Bidders should be aware of the following expenses associated with the Airport's operation. The monthly average charged by Rockland Electric Company is \$600. The monthly average charged by PSE&G is \$800. From these expenses, the airport FBO pays monthly utility costs of approximately \$670.00 to PSE&G and \$340.00 to Rockland Electric for the utilities necessary to support the large hangar operation. Please note that for both of these expenses, the restaurant/cafe is metered separately although currently paid for by the State. Specific annual costs for telephone, insurance, and other utility expenses are not available.</p> <p>PROJECTED ANNUAL REVENUE FY 2003*</p> <p>The breakdown for all income to the State is as follows:</p> <table> <tr> <td>1. Rental of T-hangars, large maintenance hangar, and tie-downs</td> <td>\$ 95,000</td> </tr> <tr> <td>2. Restaurant/cafe rental</td> <td>\$ 2,400</td> </tr> <tr> <td>3. AT&T rentals</td> <td>\$ 19,000</td> </tr> <tr> <td>4. Two office space rentals</td> <td>\$ 5,400</td> </tr> <tr> <td>TOTAL INCOME</td> <td>\$122,600</td> </tr> </table> <p>PROJECTED ANNUAL EXPENSES FY 2003*</p> <p>Various airport operating expenses encountered by the State, which do not include projections for staffing, facility maintenance or airport capital improvement costs, are as follows:</p> <table> <tr> <td>1. Utilities - Rockland Electric Co.</td> <td>\$ 7,200</td> </tr> <tr> <td>2. Utilities - PSE&G</td> <td>\$ 9,000</td> </tr> <tr> <td>3. Utilities - Telephone & other</td> <td>\$ Not Available</td> </tr> <tr> <td>4. Insurance - State Risk Management</td> <td>\$ Not Available</td> </tr> <tr> <td>5. Snow removal</td> <td>\$ 15,000</td> </tr> <tr> <td>6. Grass cutting</td> <td>\$ 5,000</td> </tr> <tr> <td>7. Security monitoring</td> <td>\$ 2,200</td> </tr> <tr> <td>8. Custodian services</td> <td>\$ 5,400</td> </tr> <tr> <td>9. Water testing</td> <td>\$ 500</td> </tr> <tr> <td>TOTAL EXPENSES</td> <td>\$ 43,300</td> </tr> </table> <p>*While bidders should be aware of revenues generated by the Airport and current State operating expenses, it must be recognized that current revenue and expenses are not considered by the State to be predictive of future revenue and expenses. Nor are current revenues and expenses to be considered as a guarantee by the State of any possible future revenue stream. Accordingly, approximate current revenues and expenses are provided for informational purposes only as a guide for bidders.</p>				1. Rental of T-hangars, large maintenance hangar, and tie-downs	\$ 95,000	2. Restaurant/cafe rental	\$ 2,400	3. AT&T rentals	\$ 19,000	4. Two office space rentals	\$ 5,400	TOTAL INCOME	\$122,600	1. Utilities - Rockland Electric Co.	\$ 7,200	2. Utilities - PSE&G	\$ 9,000	3. Utilities - Telephone & other	\$ Not Available	4. Insurance - State Risk Management	\$ Not Available	5. Snow removal	\$ 15,000	6. Grass cutting	\$ 5,000	7. Security monitoring	\$ 2,200	8. Custodian services	\$ 5,400	9. Water testing	\$ 500	TOTAL EXPENSES	\$ 43,300
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<p>The State currently oversees Airport operations by having a Department of Transportation (Department) employee periodically present at the Airport during normal business hours, and weekends as may be necessary. The Department is also able to monitor airport operations via video cameras that are accessible off-site via the internet. The West Milford Township Police Department also monitors the airport cameras via a direct link between the Airport and the West Milford Police Headquarters. The Department also periodically uses NJDOT staff based in Ewing Township, New Jersey to prepare airport-related billings and reports. The Department uses staff in efforts to advance the physical improvement of the Airport and air safety projects. On average, the Department estimates that it commits no more than 1.5 full time equivalents (FTEs) to operational oversight of the Airport. However, to date, in addition to ordinary operations, the Department has invested considerably more in efforts to physically improve the Airport and to catch-up on previously deferred maintenance and repairs.</p> <p>All current lease and rentals may be renegotiated by the contractor after a sixty (60) day period following the award of the contract. The contractor shall provide a copy of all new and/or renegotiated leases and rental agreements to the NJDOT Division of Aeronautics upon signing. The AT&T lease is not subject to and is exempt from renegotiation under this agreement.</p> <p>Currently, airport insurance is provided by the State of New Jersey under an airport liability coverage policy which is handled through the New Jersey Department of the Treasury's Risk Management Division. The contractor will be required to carry the types and amount of coverage insurance, set forth in RFP Section 3.13.</p> <p>The State has previously applied for and received grants of money from the FAA pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented (the "Act") and under prior federal statues which the Act superseded. It may in the future, be beneficial for the contractor, in the name of the State, to apply for additional grants. In connection therewith, the State has undertaken and may in the future undertake, certain obligations respecting the operation of the Airport and the activities of the contractor, lessees and permittees thereon. The performance by the contractor of the covenants and obligations contained in the Contract is therefore a special consideration and inducement to the entering of a Contract by the State, and the Operator further covenants and agrees that if the FAA or any other governmental body having jurisdiction over the enforcement of the obligations of the State in connection with Federal Airport Aid or Act shall make any orders, recommendations or suggestions respecting the performance by the Contractor of its covenants and obligations under the Contract, the contractor will promptly comply therewith at the time or times, when and to the extent</p>			

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that the State may direct.

Current security arrangements for the Airport are as follows:

1. A security system consisting of key coded entry to aircraft areas and ramps is currently in place.
2. A closed circuit television system is installed and viewable at the West Milford Township Police Department and the Airport Manager's Office.
3. The NJDOT Aeronautics Office located Ewing Township, Mercer County also has access to the television security system via the internet via password access.

1.3 Key Events

- The Contractor will meet with NJDOT Aeronautics personnel within seven (7) days of contract award.
- The Contractor should be prepared to take over full operations of the airport within thirty (30) days (or sooner) from the date of contract award.

1.3.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau
Division of Purchase and Property
State of New Jersey
PO BOX 230
Trenton, New Jersey 08625-0230
Attention: Thomas P. Tighue
Primary Fax #: 609-292-5170
Alternative Fax #: 609-292-0490
E-Mail Address: Thomas.Tighue@treas.state.nj.us

1.3.1.1 Cut-off Date for Questions and Inquiries

A Mandatory Pre-Bid Conference has been scheduled for this procurement, therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the

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<p>Mandatory Pre-Bid Conference. Written questions must be delivered to the Purchase Bureau buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.</p> <p>1.3.1.2 Question Protocol</p> <p>Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.</p> <p>Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.</p> <p>1.3.2 Mandatory Site Visit</p> <p>A Mandatory Site Visit has been scheduled for this procurement. The date and time are listed on the cover sheet of the RFP.</p> <p>Location: Greenwood Lake Airport New Jersey Department of Transportation Manager's Office 126 Airport Road West Milford, New Jersey (Attendees should park next to the Manager's Office)</p> <p>Interested attendees shall RSVP to the Purchase Bureau buyer by fax at 609-292-5170 no later than 12 noon of the working day preceding the day of the scheduled site inspection to confirm their attendance.</p> <p>CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Site Visit.</p> <p>IMPORTANT NOTE:</p> <p>NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THIS RFP WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISIT. ALL QUESTIONS MUST BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1</p> <p>1.3.3 Mandatory Pre-Bid Conference</p>			

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Please call Henry Conroy at 609-530-5003 to reserve a date and time to visit the Document Review Room. The alternate is Greg McDonough at 609-530-2902.

NOTE: BIDDERS ARE PROHIBITED FROM REMOVING ANY MATERIALS FROM THE BOOKROOM. THE PURCHASE BUREAU WILL NOT PROVIDE FOR THE PHOTOCOPYING OF ANY MATERIALS CONTAINED IN THE BOOKROOM, BIDDERS, HOWEVER, ARE PERMITTED TO BRING PHOTOCOPY EQUIPMENT FOR THE PURPOSE OF COPYING MATERIALS. BIDDERS SHOULD CONTACT THE PURCHASE BUREAU BUYER TO ARRANGE A SPECIFIC REVIEW TIME.

IMPORTANT NOTE:

NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THE RFP WILL BE ACCEPTED OR ANSWERED DURING BOOKROOM REVIEW. ALL QUESTIONS MUST BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

1.4 Additional Information

1.4.1 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

A Mandatory Pre-Bid Conference has been scheduled for this procurement. Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.

1.4.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 Issuing Office

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after

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<p>bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP. The bidder further represents that it has made its own calculations, from the information provided and its own research and experience, of costs, expenses and revenues for which the State bears no liability.</p> <p>1.4.5 Cost Liability</p> <p>The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submission of bid proposals in response to this RFP. Further, the State does not warrant or guarantee any current or future revenues that may be generated from operation of the Airport.</p> <p>1.4.6 Contents of Bid Proposal</p> <p>The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.</p> <p>All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the Purchase Bureau buyer.</p> <p>1.4.7 Price Alteration</p> <p>Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude an award being made to the bidder.</p> <p>1.4.8 Joint Venture</p> <p>If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and, if applicable, foreign (out of State) corporation registration must be supplied for each party to a joint venture.</p> <p>2.0 DEFINITIONS</p> <p>2.1 Definitions</p> <p>The following definitions shall be part of any contract awarded or</p>			

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aerospace facilities in New Jersey.

N.J.A.C. 16:56 - The law pertaining to airport safety aid improvement in New Jersey.

Project - The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) - This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of Using Agencies as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

State Contract Manager - The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Subtasks - Detailed activities that comprise the actual performance of a task.

State - State of New Jersey.

T-Hangar - A building structure that is designed and intended to accommodate and provide shelter for individual aircraft from the sun, wind and weather.

Task - A discrete unit of work to be performed.

Tie-Down - An open-air location, either paved or unpaved, for the parking of aircraft, which typically has three ground anchored tie-down points whereby the parked aircraft can be tied-down and secured.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract, the Division of Aeronautics within the Department of Transportation.

3.0 SCOPE OF WORK

The State seeks to enter into a 20-year lease with a contractor who will perform the services set forth below in exchange for which it will pay the State a fixed monthly fee that will be adjusted annually based on the Consumer Price Index plus a percentage of gross revenue to be paid to the State annually.

3.1 General Operating Functions

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The contractor shall provide appropriate staff, equipment and materials and pay all expenses including all applicable State and local taxes on the Airport buildings and land, to provide and assume full responsibility for airport management which shall include, by way of example but not be limited to the following tasks: general airport cleanliness, grass cutting, snow removal, day-to-day maintenance of airfield lights, minor pavement maintenance (including pothole repairs and minor crack sealing), maintenance and operation of the T-hangars, terminal building, restaurant and other rented space on the Airport (with the exception in those areas where specific tasks are currently assumed by a tenant under a lease obligation), main hanger facility, aircraft parking apron and automobile parking areas.

3.2 Airport Maintenance and Repair Functions

The contractor shall maintain the Airport in a safe and hazard free (structurally and otherwise) condition at all times. Repairs shall be made in a timely, workmanlike and professional manner. The contractor shall ensure the cleanliness of the Airport, including responsibility for landscaping, rubbish removal and general property clean-up.

The areas to be maintained and repaired by the contractor include:

- Security surveillance systems and all its components;
- Runways, ramps, taxiways, run up areas, helipads and related lights, markings, stripes, and signage;
- Navigational aids - Super-Unicom and Windsock.
- Airport vehicles, equipment, machinery and tools provided by the State or the Contractor.
- Airport grounds not leased to others (including, without limitation, perimeter fences, roadways, grounds, sidewalks and signage).
- Airport communications equipment including but not limited to radios, telephones and all alarm systems that are the responsibility of the Contractor.
- Airport buildings, facilities, and structures or portions thereof which are the responsibility of the Contractor including, without limitation:
 - (1) utilities including plumbing, electrical, sprinkler, heating and air conditioning systems, apparatus and equipment, and
 - (2) all structural and nonstructural repairs and maintenance including roofs, walls, floors and foundations, painting and cleaning services, including windows, extermination services and refuse collection.
- Aircraft tie down areas under the control of the Contractor.
- Any glycol or other deicing containment system operated by the Contractor

The contractor shall be responsible for and ensure that airport users, tenants, licensees or permittees are satisfying all obligations to maintain and repair areas occupied by them as required under any lease

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<p>or use and occupancy agreement. The contractor, upon award of the contract, shall assume responsibility for all obligations of the State under such currently existing leases and use and occupancy agreements. Sixty (60) days after contract award, all current leases and use and occupancy agreements, with the exception of the lease with AT&T lease, may be renegotiated by the contractor. The AT&T lease may not be renegotiated by the contractor. A copy of all new and renegotiated leases shall be forwarded to the Division of Aeronautics upon execution.</p> <p>3.3 Airport Support Functions</p> <p>In a manner consistent with generally acceptable airport operating and safety practices, the Contractor shall:</p> <ul style="list-style-type: none"> -Operate or cause to be operated all airport non-leased ramp areas safely and efficiently for the benefit of users. -Remove or cause to be removed snow and ice from all airport runways, and taxiways, and non-leased ramps, access roads, sidewalks, walkways, parking areas, and apply such melting and/or friction agents as may be required and/or appropriate in connection therewith. -On a daily basis, visually check for and clean and remove all foreign objects from all airport runways, taxiways, non-leased ramps and other aircraft operating areas; inspect for deteriorating pavement or other hazards to aircraft and persons in accordance with FAA Advisory Circular, AC 150/5200-18B. Take corrective actions as required. -Provide for, in areas of Contractor responsibility, and oversee, in user occupied areas, the provision of appropriate airport security and full time security systems for both the air side and the land side parts of the Airport, including perimeter security, parking area security, and disaster security on the Airport, not including law enforcement responsibilities. -Prepare, maintain, update and issue all appropriate Airport NOTAMS in accordance with FAA requirements and as may be directed by the State. -Prepare, maintain, update and conduct an airport operations safety program in accordance with NJAC 16:54-3 et seq and FAA AC 150/5200-18B and 150/5200-30A. -In conjunction with the State develop, maintain and perform an airport noise mitigation program. -Conduct daily inspections for navigational hazards on the Airport and its aerial approaches, and take corrective actions as required. -Operate the Airport in accordance with FAA regulations, State regulations and all other applicable statutes, rules, regulations and FAA Advisory Circulars including; FAA AC 150/5190-5, Exclusive Rights and Minimum Standards for Airports; FAA AC 150/190-2A; Exclusive Rights at Airports; and FAA AC 150/5190-1A, Minimum Standards for Commercial Aeronautics Activities. -Perform information-providing functions commonly performed by an airport operator for airport users and the general public. -Coordinate any construction, maintenance, or other activities at the 			

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3.6 Plans, Reports, Documents and Meetings

The Contractor shall prepare and compile, or oversee the preparation and compilation of, and submit to the State the following reports, plans and data, and update amend and supplement the same as required from time to time.

A Facility Operations Manual, pursuant 16:54-5.1 et seq.

General Operating Rules, pursuant to 16:54-3.1 et seq.

A quarterly financial report.

Attend Conferences and Meetings and Provide Incidental Assistance

The contractor shall:

-Confer with the State and attend meetings of the State with officials and other persons as reasonably requested by the State to discuss matters relating to the Airport.

In addition, the contractor shall prepare and submit to the New Jersey Department of Transportation, Division of Aeronautics, on the forms and in the time and manner prescribed by the State, on a quarterly basis, a financial report itemizing actual airport revenues and expenses against project airport revenues and expenses.

3.7 Property Usage

Acceptable aviation uses of the Airport that the contractor will be permitted to engage in shall include, but not be limited to:

Sale, repair and storage of aircraft
Sale of aircraft parts and accessories
Flight and ground instruction
Flying for charter or for hire
Fueling and lubrication of aircraft
Aircraft rental
Rental of hangar and tie-down space
Rental of space and facilities for aviation related purposes

3.8 Non-aviation Uses

In the event that the Contractor shall determine to use any portion of the premises for any purpose not related to aviation, it shall notify the State in writing of its wish to so use the Airport. The State shall have the right to approve or disapprove the proposed use.

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3.13 Insurance and Indemnification Requirements

The Operator, at its sole cost and expense, shall obtain and maintain, such insurance for any damages imposed by law and assumed under contract, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey.

Property Insurance

Covering all of the buildings and /or structures owned by The State of New Jersey located at Greenwood Lake Airport. Such coverage shall be on an all risk basis, in an amount not less than the replacement cost of those buildings and/or structures. Such insurance must contain a Waiver of Subrogation against the State.

Airport Liability Insurance

Covering all the operations of the contractor at Greenwood Lake Airport under this contract. Such coverage shall name the State of New Jersey, its officers and employees as additional insureds.

The policy shall include the following minimum coverages:

- Premises Liability \$25 million
- Products/Completed Operations \$25 million
- Hangar Keepers Liability \$500,000 each Aircraft
\$1,000,000 per occurrence

Workers Compensation and Employer's Liability Insurance

As required by the laws of the State of New Jersey, covering all employees of the contractor at and about Greenwood Lake Airport. This policy shall include an All States endorsement. The limit for Employers Liability shall be at least \$500,000. Bodily injury, \$500,000 each Employee, \$500,000 each Employee Disease

Automobile Liability Insurance

Covering all the operations of the contractor at Greenwood Lake Airport. The policy will include coverage for owned, non-owned and hired cars and will include the State of New Jersey, its officers and employees as additional insureds.

The policy shall include a \$1,000,000 combined single limit bodily injury and property damage.

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In addition, the contractor or any subcontractor engaged in work at the Airport involving hazardous substances, as defined in Section 3 of PL 1993, c.139 (C.13:1K-8), or hazardous waste, as defined in Sect. 1 of PL 1976, c.99 (C.13:1E-38), shall procure and maintain pollution liability insurance, also known as "environmental impairment liability insurance."

Pollution liability insurance shall be provided either by endorsement to a commercial general policy or as a separate policy. This policy shall cover pollution claims arising from any development and implementation of a specified contaminated material's remedial action work plan and Health and Safety Plan. The minimum limit of liability shall be \$5,000,000 per occurrence and \$10,000,000 aggregate.

The policy is to be written for the benefit of the State, its officers, employees, and authorized representatives; they are to be named as additional insured. The contractor shall provide documentation from the insurance company indicating the coverage, limitation of coverage, term of coverage, and cost of the pollution liability insurance policy.

Contractor's liability hereunder is limited to the face amount of its insurance policies.

Certificates of insurance evidencing all such coverage required hereunder must be delivered to the State of New Jersey must be delivered to the State before commencing work. All certificates shall provide for 30-day prior written notice of any cancellation, expiration, non-renewal of any of the coverage required hereunder.

3.14 Grant Covenant

The State has previously applied for and received grants of money from the FAA pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented (the "Act") and under prior federal statutes which the Act superseded. It may in the future, be beneficial for the contractor, in the name of the State, to apply for additional grants. In connection therewith, the State has undertaken and may in the future undertake, certain obligations respecting the operation of the Airport and the activities of the contractor, lessees and permittees thereon. The performance by the contractor of the covenants and obligations contained in the Contract is therefore a special consideration and inducement to the entering of a Contract by the State, and the Operator further covenants and agrees that if the FAA or any other governmental body having jurisdiction over the enforcement of the obligations of the State in connection

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with Federal Airport Aid or Act shall make any orders, recommendations or suggestions respecting the performance by the Contractor of its covenants and obligations under the Contract, the contractor will promptly comply therewith at the time or times, when and to the extent that the State may direct.		
<p>3.15 Right of Self Help</p> <p>If the State is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the contractor to perform or fulfill any one or more of the conditions, covenants or agreements contained in the contract or as a result of an act or omission of the contract contrary to the said conditions, covenants and agreements, the contractor agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, (herein called "the cost to the State"), and the same may be invoiced to the contractor with payment due on demand.</p> <p>3.16 Special Termination Provision</p> <p>In addition to the termination provisions contained in the State Terms and Conditions and the lease, the State, in its sole discretion, may terminate or renegotiate the contract without cost to the State in the event that (a) the contractor fails to pay the fixed monthly fee then due and fails to cure such failure within sixty (60) days of notice from the State; or (b) fails to meet 50% or better of its gross revenue target after one year of operation; 55% or better of its gross revenue target after two years of operation; 60% or better of its gross revenue target after three years of operation; 65% or better of its gross revenue target after four years of operation; until the fifth year and every year thereafter when it shall meet 70% or better of its gross revenue target for the remaining lease term.</p> <p>4.0 PROPOSAL PREPARATION AND SUBMISSION</p> <p>4.1 General</p> <p>The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.</p> <p>The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP'S requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed.</p>		

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Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name. All of this information is set forth at the top of the RFP cover sheet.

4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit six (6) full, complete and exact copies of the original. The copies required are necessary in the evaluation of your bid. Bidders failing to provide the required number of copies will be charged the cost incurred by the State in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 Proposal Content

The proposal should be submitted in one volume and that volume divided into four (4) Sections as follows:

4.4.1 Section 1 - Forms

4.4.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid. Failure to do so will preclude the award of the contract.

4.4.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

4.4.1.3 Affirmative Action

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<p>The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.</p> <p>4.4.1.4 Set Aside Contracts</p> <p>Not applicable to this procurement.</p> <p>4.4.1.5 Bid Bond</p> <p>Not applicable to this procurement.</p> <p>4.4.1.6 Business Registration Reporting Requirement</p> <p>Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.</p> <p>4.4.2 Section 2 - Technical Proposal</p> <p>In this Section, the bidder shall provide its overall technical approach and plans for operation of the Airport and shall describe in detail its plans and procedures to fulfill the requirements of the operations, maintenance and other services described in Section 3.0, the Scope of Work in a narrative format. The Scope of Work describes the minimum services to be provided by the contractor. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully fulfill these requirements. However, the bidder should not be limited by the services described and is encouraged to expand upon, supplement or add other service areas where the bidder has expertise that may benefit the State. This section of the proposals should contain at least the following information:</p> <p>4.4.2.1 Management Overview</p> <p>The bidder shall provide a business plan containing a complete description of how it intends to implement each aspect of the operation, maintenance and service requirements and further development of the Airport, including:</p> <ul style="list-style-type: none"> a) a projected schedule of preventative maintenance for the existing Airport facilities and equipment for the first three (3) years of the 		